

**From:** John Kroll  
**To:** Microsoft ATR  
**Date:** 1/23/02 10:50am  
**Subject:** Microsoft Settlement

Having reviewed the proposed settlement for the Microsoft, I am appalled on how it fails to address many of the illegal business practices listed in the findings of fact. Additionally, the wording of the proposed settlement is so soft, that allows many potential avenues for Microsoft to exploit to evade the spirit of the proposed settlement. Given Microsoft's past behavior regarding consent decree's, it can be safely assumed that they are aware of this and caused the wording to be structured in this manner for exactly this reason.

One specific example of this is the Technical Committee. Since Microsoft gets to select one committee member who essentially has veto power over the third member of the committee, this review committee is unlikely to actually accomplish anything. Since essentially this committee is supposed to serve as a parole board to monitor Microsoft's future behavior, why are they permitted to have any input into the committee composition at all? Certainly they should be permitted to submit evidence or other material to the committee for review, but why are they allowed to have input into the selection of a majority of the board members?

Another example is the limitation that "No provisions of this Final Judgment shall:

1. Require Microsoft to document, disclose or license to third parties: (a) portions of APIs or Documentation or portions or layers of Communications Protocols the disclosure of which would compromise the security of a particular installation or group of installations of anti-piracy, anti-virus, software licensing, digital rights management, encryption or authentication systems, including without limitation, keys, authorization tokens or enforcement criteria; or (b) any API, interface or other information related to any Microsoft product if lawfully directed not to do so by a governmental agency of competent jurisdiction." This limitation would permit Microsoft to hide many APIs needed for a competitor to build a product by claiming the API or protocol specification is restricted due to security considerations. Since the proposed agreement makes no attempt to define or limit what material would be subject to this restriction, it is apparently left to Microsoft to make this determination.

Contrary to Microsoft's advertising, they have not produced much in the way of actual "innovation" to the computer industry. In fact, they have significantly stifled innovations by other companies where those innovations would threaten Microsoft products.

The Findings of Fact in this case clearly show that Microsoft has abused its monopoly position in the software market. The proposed settlement does little to address these past abuses or prevent future abuses. In my

opinion, the settlement in its current form is definitely not in the public interest.

Very respectfully,  
John Kroll  
Systems Analyst  
Milwaukee, WI